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BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

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July 22, 2004

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

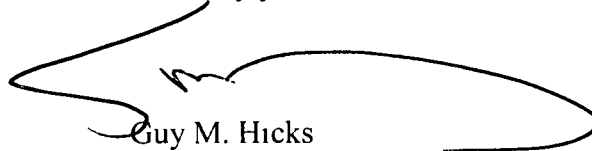
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Aeneas Communications LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00219

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas Communications LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 9, 2001. The Amendment adds, Melded Tandem Switching to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Jonathan Harlan, Aeneas Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Aeneas Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AENEAS COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Aeneas Communications, Inc. ("Aeneas") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 9 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and BellSouth state the following:

1. Aeneas and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3 2001.

2. The parties have recently negotiated an Amendment to the Agreement which adds Melded Tandem Switching to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas and BellSouth are submitting their Amendment to the TRA for its consideration

and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Aeneas within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Aeneas and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Aeneas and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22nd day of July, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Aeneas within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Aeneas and BellSouth aver that the Amendment is consistent with the standards for approval.

6 Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Aeneas and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22nd day of July, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

**Amendment to the Agreement
Between
Aeneas Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 9, 2001**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC (Aeneas Communications), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Aeneas Communications entered into the Agreement on January 9, 2001, and,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The parties agree to add the following provision to Attachment 2, Section 4.2 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
 - 4.2.1.1 Where Aeneas Communications utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios
- 2 All of the other provisions of the Agreement, dated January 9, 2001, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Aeneas Communications, LLC

By: 

By: 

Name Kristen E. Rowe

Name: Jonathan V Harlan

Title Director

Title CEO

Date: 6/24/04

Date: 6-11-04

Aeneas Communications, LLC – Melded Tandem Switching Amendment

[CCCS Amendment 2 of 3]

[CCCS Amendment 2 of 3]

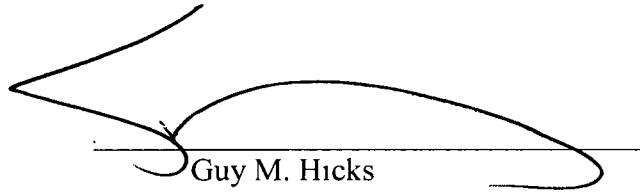
AMENDMENT EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Tennessee										
CATEGORY	RATE ELEMENTS	Inten m	Zone	BCS	USOC	RATES (\$)			Attachment 2-	
									Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l
									Svc Order Submitted Elec. per LSR	Svc Order Submitted Manually per LSR
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l
									SOME	SOMAN
									OSS Rates (\$)	
									SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING - PORT USAGE										
	End Office Switching (Port Usage)					0.0008041				
	End Office Switching Function, Per MOU									
	Tandem Switching (Port Usage) (Local or Access Tandem)					0.0009778				
	Tandem Switching Function Per MOU					0.000380364				
	Melded Factor 2.38 90% of the Tandem Rate					0.000380364				
	Common Transport					0.0000064				
	Common Transport - Per Mile, Per MOU					0.0003871				
	Common Transport - Facilities Termination Per MOU									

CERTIFICATE OF SERVICE

I, Guy M Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of July, 2004:

Jonathan Harlan
Aeneas Communications
301 South Church Street
Jackson, TN 38301



Guy M. Hicks